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Attorneys for Shellpoint Mortgage Servicing

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re

SCHULTE PROPERTIES LLC,

Debtor.

Case No. 18-12734-mkn

Chapter 11

**DECLARATION OF EDDIE R. JIMENEZ
IN SUPPORT OF SHELLPOINT
MORTGAGE SERVICING'S MOTION
FOR PROTECTIVE ORDER OR, IN THE
ALTERNATIVE, MOTION FOR
MODIFICATION OF SUBPOENA [FED.
R. CIV. PROC. 26(c); FED R. BANKR.
PROC. 7026; LBR 7037]**

I, Eddie Jimenez, declare:

1. I am over the age of 18 and am employed as a Supervising Partner by Aldridge Pite, LLP ("Aldridge Pite"), attorneys for Shellpoint Mortgage Servicing ("Shellpoint") in this proceeding. I am a member in good standing of the State Bar of Nevada. I have personal knowledge of the matters set forth in this declaration and, if called upon to testify, could and would competently testify thereto.

1 2. Aldridge Pite serves as co-counsel for Shellpoint, together with ZBS Law, LLP
2 (“ZBS”).

3 3 As part of my job responsibilities for Aldridge Pite, I have personal knowledge of
4 and am familiar with the records maintained by Aldridge Pite in connection with this matter and
5 the procedures for creating those types of records. I have access to and have reviewed the books,
6 records, and files of Aldridge Pite that pertain to this matter.

7 4. The information in this declaration is taken from Aldridge Pite’s business records
8 regarding this case. The records are: (a) made at or near the time of the occurrence of the matters
9 recorded by persons with personal knowledge of the information in the business record, or from
10 information transmitted by persons with personal knowledge; and (b) kept in the course of
11 Aldridge Pite’s regularly conducted business activities. It is the regular practice of Aldridge Pite
12 to create and maintain such records.

13 5. Pursuant to Aldridge Pite’s records, Debtor served multiple *Requests for*
14 *Production of Documents* (“Discovery Requests”) on Shellpoint.

15 6. From January 2020 – June 2020, Shellpoint responded to the Discovery Requests
16 with thousands of pages of documents (“Discovery Responses”). Specifically, Shellpoint provided
17 Debtor with copies of the loan documents, filed claims, filed pleadings, payment histories, monthly
18 statements, escrow statements, and communications with the borrower for Shellpoint’s Loan(s).
19 However, Shellpoint objected to several requests as irrelevant, burdensome, overbroad, vague,
20 proprietary, confidential, or subject to privilege.

21 7. Debtor failed to meet and confer with Aldridge Pite regarding the Discovery
22 Responses, file a motion to compel seeking additional production, or request a ruling on
23 Shellpoint’s objections to the Discovery Requests. In the meantime, the discovery period expired.

24 8. On January 5, 2021, the Court entered an [Amended] Order Scheduling Settlement
25 Conference (“Amended Settlement Order”) between the Debtor and Shellpoint. (Dkt No. 790-
26 791).

27 9. On February 18, 2021, Shellpoint submitted a copy of its revised accounting
28 spreadsheet to Debtor (“Shellpoint Accounting”) pursuant to the Amended Settlement Order.

1 Notably, Shellpoint's Accounting reflected payments received and applied since acquisition of
2 each Subject Loans. Accordingly, Debtor is already in possession of a detailed accounting for the
3 Subject Loans.

4 10. On May 28, 2021, the Debtor filed a *Notice of Issuance of Subpoena Duces Tecum*
5 (*"Subpoena"*) requesting production of documents from Shellpoint. The Debtor seeks production
6 of the same documents Citi previously produced.

7 11. Following the issuance of the Subpoena, Aldridge Pite sent a Meet & Confer letter
8 to Debtor's counsel seeking to resolve the Subpoena and seeking clarification of any discoverable
9 documents Debtor believed Shellpoint failed to produce. To date, Aldridge Pite has yet to receive
10 a substantive response from the Debtor's counsel.

11 12. Aldridge Pite has incurred attorneys' fees and costs in responding to the discovery
12 dispute.

13 I declare under penalty of perjury under the law of the United States of America that the
14 foregoing is true and correct and that this declaration was executed at San Diego, CA on June 11,
15 2021.

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20 Dated: June 11, 2021

ALDRIDGE PITE, LLP

/s/ Eddie R. Jimenez
EDDIE R. JIMENEZ
Attorneys for Shellpoint Mortgage Servicing

